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2526441

FHA Case No. 283-0203982  
8418923671

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **SEPTEMBER 1, 2005**  
between **ROBERT L. DAVIS AND WIFE, CARLENE H. DAVIS, AS TENANTS BY THE ENTIRETY**  
WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON

("Borrower"), whose address is  
**6885 SANDBOURNE W.**  
**OLIVE BRANCH, MISSISSIPPI 38654**  
and  
**WASHINGTON MUTUAL BANK, F.A.**

("Lender"), whose address is **7255 BAYMEADOWS WAY**  
**JACKSONVILLE, FLORIDA 32256**

and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **FEBRUARY 19, 2001** and recorded in **Book 1293, Page 81**

**DESOTO** **COUNTY, MISSISSIPPI**, and (2) the Note, in the original principal amount of U.S. \$ **149,915.00**, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. **1000109 8000774348 6** and MERS Registration Date **MARCH 14, 2005**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **6885 SANDBOURNE W.**  
**OLIVE BRANCH, MISSISSIPPI 38654**

*[Handwritten signature]* CD

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the real property described is located in **DESOTO**  
and being set forth as follows:

**COUNTY, MISSISSIPPI**

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **SEPTEMBER 1, 2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **169,718.32** consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **7.000 %**, from **SEPTEMBER 1, 2005**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,190.89**, beginning on the first day of **OCTOBER, 2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 01, 2031** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at  
**WASHINGTON MUTUAL BANK, F.A.**  
**P.O. BOX 3200**  
**MILWAUKEE, WISCONSIN 53224**  
or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:

*[Handwritten signature]*

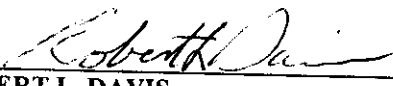
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(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

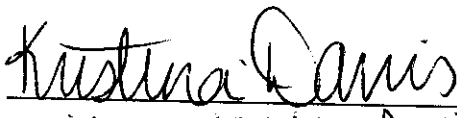
(b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

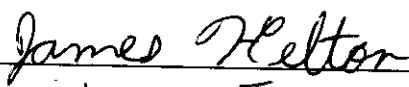
5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.


  
 ROBERT L. DAVIS (Seal)  
 -Borrower

  
 CARLENE H. DAVIS (Seal)  
 -Borrower

  
 witness Kristina DAVIS (Seal)  
 -Borrower

  
 witness James Helton (Seal)  
 -Borrower

WASHINGTON MUTUAL BANK, F.A.

  
 Name: MAMIE CLARK (Corporate Seal)  
 Its: VICE PRESIDENT -Lender

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[Space Below This Line For Acknowledgment]

## BORROWER ACKNOWLEDGMENT

STATE OF Mississippi COUNTY OF DesotoThe foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August 2005 by  
ROBERT L. DAVIS AND CARLENE H. DAVIS

Signature of Person Taking Acknowledgment

Kristina Davis

Printed Name

Kristina Davis

Title or Rank

Notary Public

Serial Number, if any

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES NOV. 9, 2007  
BONDED THRU STEGALL NOTARY SERVICE

## LENDER ACKNOWLEDGMENT

STATE OF

Florida

COUNTY OF

Duval

The foregoing instrument was acknowledged before me this

8-24-05

by

MAMIE CLARK

, the VICE PRESIDENT

of

Washington Mutual

a

, on behalf of said entity.

Signature of Person Taking Acknowledgment

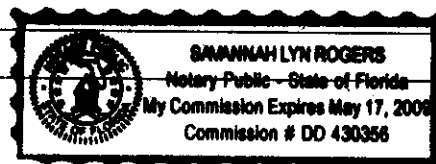
Savannah Lyn Rogers

Printed Name

SAVANNAH LYN ROGERS

Title or Rank

Serial Number, if any



HUD MERS Modification Agreement

FAND# HUDMERSMOD-4 Rev. 04-16-03

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THIS DOCUMENT WAS PREPARED BY:

ANGELIQUE MONROE

WASHINGTON MUTUAL BANK

7255 BAYMEADOWS WAY

JACKSONVILLE, FL 32256

714/800-4725

LOAN NUMBER: 8418923671

EXHIBIT A

**D. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF MISSISSIPPI, COUNTY OF DE SOTO, CITY OF OLIVE BRANCH, AND DESCRIBED AS FOLLOWS:**

**LOT 95, SECTION A, BRAYBOURNE SUBDIVISION SITUATED IN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 5 WEST, DESOTO COUNTY, MISSISSIPPI AS PER PLAT RECORDED IN PLAT BOOK 59, PAGES 32-33, CHANCERY CLERK'S OFFICE, DESOTO COUNTY, MISSISSIPPI.**